

**NGĀTI TAMAOHO**

**and**

**THE CROWN**

---

**AGREEMENT IN PRINCIPLE  
TO SETTLE  
HISTORICAL CLAIMS**

**20 December 2012**

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## 1 BACKGROUND

- 1.1. Ngāti Tamaoho are a tribe of Tāmaki Makaurau and Waikato with an ancestral and post-Treaty presence in both Treaty Settlement regions. The Ngāti Tamaoho historical Treaty claims cover an area of interest from Muriwai and Tiritiri Matangi in the north, to Port Waikato and Rangiriri in the south (refer Attachment 1).
- 1.2. Ngāti Tamaoho participated in the Waikato Raupatu Claims Settlement process and signed the Deed of Settlement leading to the Waikato Raupatu Claims Settlement Act 1995 (the Waikato Raupatu settlement). That settlement recognises Ngāti Tamaoho are a hapū of Waikato, descendants of the Tainui Waka who suffered or were affected by the confiscation of their land by the New Zealand Government under the New Zealand Settlements Act 1863. Subsequently Ngāti Tamaoho signed the Deed of Settlement leading to the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 (the Waikato River settlement).
- 1.3. Ngāti Tamaoho participated in the Tāmaki Makaurau collective claims settlement process and are signatories to the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed dated 5 December 2012, shortly to be given effect to by legislation (the Tāmaki Collective settlement).
- 1.4. Ngāti Tamaoho is a beneficiary of all of the above three settlements. Subject to the matters in clause 4.1.4, the deed of settlement arising out of this agreement in principle will not cover any of the matters set out in those three settlements. It, will address claims that are specific to Ngāti Tamaoho and that are separate from and were not settled by the three settlements noted above. In considering the appropriate redress to be offered to Ngāti Tamaoho in settlement of this claim, the Crown has taken account of the provisions made in the Waikato Raupatu and Tāmaki Makaurau deeds.
- 1.5. The Crown and Ngāti Tamaoho acknowledge that the deed of settlement will not provide to Ngāti Tamaoho any redress relating to the Manukau Harbour, except in accordance with clause 5.13. Such redress will be negotiated between the Crown and Ngāti Tamaoho at a future time alongside those iwi/hapū with interests in the Manukau Harbour.
- 1.6. Ngāti Tamaoho have indicated to the Crown that when the Manukau Harbour negotiations commence there are a wide range of issues that Ngāti Tamaoho wish to address.

### **Mandate and terms of negotiation**

- 1.7. The Crown invited Ngāti Tamaoho to negotiate in June 2009 when Sir Douglas Graham presented a framework for negotiations in Tāmaki Makaurau.

- 1.8. Ngāti Tamaoho has given the Ngāti Tamaoho Trust (the **mandated body**) a mandate to negotiate a deed of settlement settling the historical claims of Ngāti Tamaoho.
- 1.9. The Crown recognised this mandate on 23 April 2010.
- 1.10. The mandated body and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation dated 1 October 2010.
- 1.11. The Crown approved the Ngāti Tamaoho post settlement governance entity on 29 August 2012 following its ratification by Ngāti Tamaoho by a majority of 98.69%.

**Nature and scope of deed of settlement agreed**

- 1.12. The mandated body and the Crown have agreed, in principle, the nature and scope of the deed of settlement.
- 1.13. This agreement in principle records that agreement.

**Crown acknowledgements relating to other redress**

- 1.14. Ngāti Tamaoho will receive redress through the Tāmaki Collective settlement relating to —
  - 1.14.1. Tāmaki Makaurau maunga, motu, and public conservation land; and
  - 1.14.2. A right of first refusal over land owned by the Crown in Tāmaki Makaurau.

**Approval and signing of this agreement in principle**

- 1.15. The mandated body has considered and taken advice on the redress to be included in this agreement in principle; and authorised Dennis Raniera Kirkwood, Warahi (Wallace) Te Huinga Paki, Ted Ngataki and Te Roto Jenkins to sign it on behalf of Ngāti Tamaoho.

## 2. AGREEMENT IN PRINCIPLE

- 2.1. The mandated body and the Crown agree —
- 2.1.1. that, in principle, the nature and scope of the deed of settlement is to be as provided in this agreement in principle;
  - 2.1.2. subject to clause 2.2, to undertake reasonable endeavours to complete the work to deed of settlement within 18 months of signing of this agreement in principle;
  - 2.1.3. that the deed of settlement is to be signed by or on behalf of the settling group, the governance entity and the Crown; and
  - 2.1.4. that redress in this agreement in principle is subject, where relevant, to the resolution of overlapping claims to the Crown's satisfaction.
- 2.2. Following the signing of this agreement in principle and depending on the inclusion of a work programme for Ngāti Tamaoho negotiations in the 2013 work programme for the Office of Treaty Settlements to be confirmed by the Minister for Treaty of Waitangi Negotiations, the Crown will agree with Ngāti Tamaoho a work programme setting out milestones to achieve the deed of settlement.
- 2.3. The Crown also agrees to do its reasonable best to prepare the draft settlement bill in parallel with the deed of settlement, so that it is an attachment to the deed.

### 3. HISTORICAL ACCOUNT, ACKNOWLEDGEMENT, AND APOLOGY

- 3.1. The deed of settlement is to include —
- 3.1.1. an agreed account of the historical relationship between Ngāti Tamaoho and the Crown; and
  - 3.1.2. the Crown's acknowledgement of its breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and other acts and omissions which have caused Ngāti Tamaoho prejudice; and
  - 3.1.3. a Crown apology for those breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and the Crown acts and omissions which have caused Ngāti Tamaoho prejudice.
- 3.2. The historical account will be broadly based on the following key headings/themes —
- 3.2.1. Ngāti Tamaoho origins and area of interest
  - 3.2.2. Pre-Treaty land transactions
  - 3.2.3. The Treaty of Waitangi
  - 3.2.4. Old Land Claims
  - 3.2.5. Economic and Political Developments in the post-Treaty period
  - 3.2.6. Crown Land Purchasing under pre-emption
  - 3.2.7. Pre-emption waiver sales
  - 3.2.8. Land disputes, 1845-1849
  - 3.2.9. The emergence of the Kīngitanga and the lead-up to war
  - 3.2.10. The Waikato War
  - 3.2.11. Raupatu and the New Zealand Settlements Act 1863
  - 3.2.12. The Compensation Court
  - 3.2.13. The Waiuku No. 2 purchase
  - 3.2.14. Impact of the Native Land Court

- 3.2.15. Circumstances surrounding the return of lands to returning Ngāti Tamaoho 'rebels'
- 3.2.16. Socio-economic consequences of land loss
- 3.2.17. Environmental degradation
- 3.3. The Crown has previously acknowledged that its representatives and advisers acted unjustly and in breach of Te Tiriti o Waitangi/the Treaty of Waitangi in its dealings with the Kīngitanga, which included Ngāti Tamaoho, in sending its forces across the Mangatawhiri in July 1863, and occupying and subsequently confiscating land in the Waikato region, and these actions resulted in Ngāti Tamaoho being unfairly labelled as rebels.
- 3.4. The Crown acknowledges that it breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles by confiscating land in which Ngāti Tamaoho had interests beyond the area for which raupatu claims were settled by the Waikato-Tainui deeds of settlement. The Crown and Ngāti Tamaoho agree that this acknowledgement will be particularised as settlement negotiations develop and that, where appropriate, the Crown will acknowledge other Treaty breaches in the deed of settlement with respect to claims which have not been settled by the Waikato-Tainui deeds of settlement.
- 3.5. Ngāti Tamaoho is considering issuing a statement of forgiveness to the Crown, to be included in the deed of settlement and settlement legislation following the Crown Apology.

## 4. SETTLEMENT

### Settlement of historical claims

4.1. The deed of settlement is to provide that, on and from the settlement date —

- 4.1.1. the historical claims of Ngāti Tamaoho are settled;
- 4.1.2. the Crown is released and discharged from all obligations and liabilities in respect of the historical claims;
- 4.1.3. the settlement is comprehensive and final; and
- 4.1.4. redress will be provided to Ngāti Tamaoho through deeds of settlement on the Manukau Harbour and the Waitemata Harbour.

### Terms of settlement

4.2. The terms of the settlement provided in the deed of settlement are to be —

- 4.2.1. those in schedule 2; and
- 4.2.2. any additional terms agreed by the parties.

### Redress

4.3. However, the deed of settlement will include —

- 4.3.1. redress contemplated by this agreement in principle only if any overlapping claim issues in relation to that redress have been addressed to the satisfaction of the Crown; and
- 4.3.2. property that this agreement in principle specifies as a potential cultural redress property, or a potential commercial redress property, or a potential deferred selection property, subject to final written confirmation from the Crown that each of those properties is available. If any such property is not available, the Crown is under no obligation to substitute that property with another property but, in good faith, will consider alternative redress options.



**Transfer or vesting of settlement properties**

4.4. The settlement documentation is to provide that the vesting or transfer of —

4.4.1. a redress property, or a purchased deferred selection property, will be subject to —

- (a) any further identification;
- (b) survey (if required);
- (c) Part 4A of the Conservation Act 1987 (unless the settlement documentation provides otherwise);
- (d) sections 10 and 11 of the Crown Minerals Act 1991; and
- (e) any relevant provisions included in the settlement documentation.

4.4.2. a redress property will be subject to any encumbrance or right that —

- (a) the disclosure information for that property provides will exist at the settlement date; or
- (b) the settlement documentation requires to be created and entered into on or before the settlement date.

4.4.3. a purchased deferred selection property will be subject to any encumbrance or right or obligation that —

- (a) the disclosure information for that property provides will exist at the date the property is purchased by the governance entity; or
- (b) is entered into in accordance with the deed of settlement before the date the governance entity purchases the property; or
- (c) the settlement documentation requires to be created and entered into on or before the settlement date.

## 5. CULTURAL REDRESS

### Recognition of sites of cultural significance to Ngāti Tamaoho

- 5.1. The Crown recognises that Ngāti Tamaoho have a long history as a distinctive tribal identity in Tāmaki Makaurau and Waikato, extending back to early Māori settlement in Aotearoa/New Zealand.
- 5.2. The mandated body has assembled, and is maintaining, records of its cultural imprint, including whakapapa, inventories of sites of cultural significance, history and environmental history, for the purpose of these negotiations, its own use and for the better education and understanding of the iwi/hapū. The Crown notes the following documents that Ngāti Tamaoho particularly brings to the Crown's attention:
- 5.2.1. Leonard B, February 2012: Ngāti Tamaoho Sites of Cultural Significance. (also included in the March 2012 Proposal to the Crown on Cultural and Financial Redress)
  - 5.2.2. Armstrong D. July 2012: Ngāti Tamaoho; People and Politics 1840 – 1970. (March 2012 version included in the Proposal to the Crown on Cultural and Financial redress)
  - 5.2.3. Armstrong D, September 2012: Ngāti Tamaoho Environmental History, (Draft).
- 5.3. The Crown acknowledges that Ngāti Tamaoho have used these records in evaluating Ngāti Tamaoho claims for cultural redress, and in particular in informing the responses to offers made in this agreement in principle relating to Crown land.
- 5.4. Ngāti Tamaoho notes that relatively few sites of cultural significance to Ngāti Tamaoho remain in the ownership, and/or control of either Ngāti Tamaoho or the Crown.

### Tamaoho the man

- 5.5. This agreement in principle proposes the Crown and Ngāti Tamaoho explore redress in several cases relating to recognition of places significant to Tamaoho the man, at Maungaroa and Mangatawhiri [refer clauses 5.22.4 and 5.22.9].

**Cultural redress properties**

5.6. The deed of settlement is to provide that the settlement legislation will vest in the governance entity those properties described in Table 1 as potential cultural redress properties and that the parties agree are to be cultural redress properties subject to Part 4 and the specific conditions noted below.

**Table 1: Potential cultural redress properties**

Name of site	General description (approximate area in hectares)	Specific conditions
Raventhorpe Scenic Reserve	20.7	Scenic Reserve
Raventhorpe Conservation Area	3.9	Scenic Reserve
Waiau Pa Historic Reserve	0.49	Historic Reserve
Clarks Creek Seabed Local Purpose Reserve	0.69	Local Purpose Reserve
Te Toro Recreation Reserve	5.3	Recreation Reserve Consultation with Auckland Council
Waiau Pa Local Purpose (Landing) Reserve	2.8	Local Purpose Reserve Consultation with Auckland Council

5.7. The Crown will explore those properties described in Table 2 as potential cultural redress properties subject to the prior agreement of the Waikato-Tainui landholding trustee, Part 4 and the specific conditions noted below. The conditions of any offer and encumbrances on each property will be confirmed by the Crown after those properties have been agreed by the parties to be cultural redress properties.

**Table 2: Potential cultural redress properties to be explored**

Name of site	General description (approximate area in hectares)	Specific conditions
part Glass Road Local Purpose (Cemetery) Reserve	[area to be confirmed]	Local Purpose (Cemetery) Reserve Consultation with Waikato District Council
part Mercer Domain (Te Pou o Mangatawhiri)	[area to be confirmed]	Consultation with Waikato District Council
Mount William Scenic Reserve	[area to be confirmed]	-
Pratts Road Historic Reserve (Te Maketu)	[area to be confirmed]	-

**Deeds of recognition**

- 5.8. The deed of settlement is to require that, on the settlement date, the Crown provide the governance entity with the deeds of recognition referred to in Table 3.
- 5.9. The deeds of recognition will relate to the areas described in Table 3, to the extent those areas are owned and managed by the Crown.
- 5.10. A deed of recognition will require the Minister of Conservation and the Director-General of Conservation when undertaking certain activities within such an area, to -
- 5.10.1. consult the governance entity; and
- 5.10.2. have regard to the governance entity's views concerning the association of Ngāti Tamaoho with the area as described in a statement of association.

**Table 3: Potential sites subject to deeds of recognition**

Name of site	General description (approximate area in hectares)
Mangatawhiri Forest Conservation Area	1211
Paparimu Conservation Area	3
Richard Sylvan Memorial Scenic Reserve	136
Vining Scenic Reserve	462

**Statutory acknowledgements**

- 5.11. The deed of settlement is to provide for the settlement legislation to —
- 5.11.1. provide the Crown's acknowledgement of the statements by Ngāti Tamaoho of their particular cultural, spiritual, historical, and traditional association with each of the areas described in Table 4, Table 5, clause 5.8 and clause 5.13 to the extent those areas are owned and managed by the Crown;
- 5.11.2. require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgements;
- 5.11.3. require relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting each area; and copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991;
- 5.11.4. require relevant consent authorities to record the statutory acknowledgements on certain statutory planning documents under the Resource Management Act 1991; and

5.11.5. enable the governance entity, and any member of Ngāti Tamaoho to cite a statutory acknowledgement as evidence of the association of Ngāti Tamaoho with the relevant area.

**Table 4: Potential sites subject to statutory acknowledgements**

Name of site	General description (approximate area in hectares)
Clarks Creek Marginal Strip	25.5
Drury Creek Islands Recreation Reserve	16
Drury Conservation Area and Marginal Strip	2.9
Kauritutahi Creek Marginal Strip	1
Maoro Sands Marginal Strip	3.9
Mangatawhiri Forest Conservation Area	1211
Paparimu Conservation Area	3
Richard Sylvan Memorial Scenic Reserve	136
Vining Scenic Reserve	462
Whangamaire Stream Marginal Strip	1.7
Whatapaka Inlet Marginal Strip	4

5.12. The Crown will explore Statutory Acknowledgements over the areas described in Table 5. Any Statutory Acknowledgement agreed by the parties will be on the same terms as clause 5.10.

**Table 5: Potential sites where statutory acknowledgements will be explored**

Name of site	General description (approximate area in hectares)
Miranda Scenic Reserve	351
Miranda Scientific Reserve	295
Te Uku Road Landing Local Purpose Reserve	2.5
Whangamarino River hydro parcel (Te Ako O Te Tui A Tamaoho)	[area to be confirmed]

**Statutory acknowledgements over rivers and tributaries**

5.13. The deed of settlement is to require that, on the settlement date, the Crown provide the governance entity with statutory acknowledgements over the following rivers and their tributaries to the extent they fall within the area of interest on the same terms as set out in clause 5.10:

- 5.13.1. Hays Stream;
- 5.13.2. Hingaia Stream;
- 5.13.3. Karaka Stream;
- 5.13.4. Mauku Stream;
- 5.13.5. Ngakoroa Stream;
- 5.13.6. Oira Creek
- 5.13.7. Puhitahi Creek;
- 5.13.8. Slippery Creek;
- 5.13.9. Symonds Stream;
- 5.13.10. Te Hihi Creek;
- 5.13.11. Waihoihoi Stream;
- 5.13.12. Waraha Stream
- 5.13.13. Whangamaire Stream; and
- 5.13.14. Whangapouri Creek.

5.14. The statutory acknowledgements over rivers and tributaries will be subject to clauses 5.15 and 5.16.

5.15. The statutory acknowledgements over rivers and tributaries will, in substance, be on similar terms to those provided in recent Treaty settlements.

5.16. In particular, the statutory acknowledgements:

5.16.1. will not affect the lawful rights or interests of a person who is not a party to the deed of settlement; and

5.16.2. in relation to riverbeds will not include:

- (a) a part of the bed of the waterway that is not owned by the Crown; or
- (b) land that the waters of the waterway do not cover at its fullest flow without overlapping its banks; or
- (c) an artificial watercourse (which is contemplated as including an irrigation canal, water supply race, canal for the supply of water for electricity power generation, and farm drainage canal).

5.17. Statutory acknowledgements over rivers and their tributaries will not extend into those parts of the riverbeds that are within the coastal marine area as defined in the Marine and Coastal Area (Takutai Moana) Act 2011.

**Statutory acknowledgement in respect of the coastal marine area**

5.18. The deed of settlement is to require that, on the settlement date, the Crown provide the governance entity with a statutory acknowledgement in respect of the coastal marine area of the Manukau Harbour and that part of the Waitematā Harbour adjoining Meola Reef on the same terms as set out in clause 5.10.

5.19. A statutory acknowledgement over the coastal marine area will not extend into the areas covered by river statutory acknowledgements and does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to that area, including rights set out in the Marine and Coastal Area (Takutai Moana) Act 2011.

5.20. Ngāti Tamaoho intends to lodge an application under the Marine and Coastal Area (Takutai Moana) Act 2011 for:

5.20.1. customary marine title for the marine and coastal area of the Manukau Harbour adjacent to Whatapaka Marae; and

5.20.2. a protected customary right for Meola Reef below Mean High Water Springs in the Waitemata Harbour.

5.21. Any applications will be received and considered by the Crown independent of and outside the negotiation of the historical Te Tiriti o Waitangi/the Treaty of Waitangi settlement of Ngāti Tamaoho.

**Further cultural redress to be explored**

5.22. The Crown agrees to continue work on a number of matters of importance to the mandated body between the signing of the agreement in principle and the initialling of the deed of settlement. Such matters include, but are not limited to, the Crown exploring in good faith —

5.22.1. appropriate redress over Lake Pokorua Conservation Area (1.5 ha, administered by Department of Conservation) and Lake Pokorua (39.7 ha, a hydro parcel);

- 5.22.2. appropriate redress over Meola Creek Quarry Local Purpose Reserve (2.6 ha);
- 5.22.3. appropriate redress over Waipipi Scenic Reserve (4.2 ha);
- 5.22.4. appropriate redress over Maungaroa located within the Maungaroa Bush Covenant Area (30 ha) situated within Maramarua Crown Forest Licensed Land;
- 5.22.5. appointment of the Ngāti Tamaoho post settlement governance entity as the administering body of Pratts Road Historic Reserve (Te Maketu) if the site is not vested in Ngāti Tamaoho;
- 5.22.6. a deed of recognition over Mount William Scenic Reserve if the site is not vested in Ngāti Tamaoho;
- 5.22.7. a memorandum of understanding over the Mount William Walkway;
- 5.22.8. appointment of the Ngāti Tamaoho post settlement governance entity as the controlling authority for the Mount William Walkway if the walkway is gazetted; and
- 5.22.9. investigating options to recognise Ngāti Tamaoho interests in the catchment areas of the Mangatawhiri River and Mangatangi Stream.

**Potential new and altered geographic names**

- 5.23. The Crown will invite the mandated body to continue to develop a list of new and altered geographic name changes for geographic features within the area of interest to be considered by the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa under the standard Treaty name processes followed by the Board. The Crown acknowledges receipt of proposals for name changes made before the date of signing this agreement in principle.
- 5.24. The deed of settlement is to provide for the settlement legislation to —
  - 5.24.1. assign to geographic features identified in the deed of settlement new geographic names that the responsible Minister agrees are to be new geographic names; and
  - 5.24.2. alter the existing geographic names to the new geographic names and Crown protected area names, if the responsible Minister agrees to that alteration.



### **Iwi management plan**

5.25. The Crown will explore providing assistance to the governance entity to prepare an iwi management plan to be recognised as an iwi planning document for the purposes of the Resource Management Act 1991 over key sites within the area of interest. Assistance that will be explored is —

5.25.1. technical non-financial assistance from the Ministry for the Environment to assist in developing of the plan if requested by the governance entity; and

5.25.2. a Crown contribution to the governance entity of up to \$50,000 towards the costs of the preparation of the plan.

### **Tāmaki Makaurau maunga**

5.26. In the negotiations for the Tāmaki Collective settlement, the following maunga or associated land parcels were originally under discussion for collective redress but were withdrawn by the Crown for various reasons:

5.26.1. Mutukaroa / Hamlin Hill;

5.26.2. Matukutūreia / McLaughlin Mountain; and

5.26.3. Wiri Lava Cave Scientific Reserve.

5.27. The Crown acknowledges Ngāti Tamaoho interests in each of the maunga or associated land parcels in clause 5.26.

### **Waikato River**

5.28. Ngāti Tamaoho has received redress through the Waikato River Settlement relating to a Conservation Accord and Implementation Strategy. The Conservation Accord provides for specific arrangements to be agreed for sites covered by the Accord and is given effect to by the Implementation Strategy.

5.29. Ngāti Tamaoho intends to pursue recognition of its specific interests with Waikato-Tainui to inform its dealings with the Crown under the Accord and Implementation Strategy for that stretch of the River between the Whangamarino River and the mouth, the Whangamarino River and wetland, the Maramarua River and associated wetlands, the Awaroa River and to the extent they are within the Waikato River settlement, the Mangatangi Stream and Mangatawhiri River and associated wetlands.

### **Relationship Redress**

5.30. Relationship redress acknowledges and supports the aspirations of Ngāti Tamaoho for stronger relationships with Crown departments and agencies, local authorities and non-Crown organisations. The forms of relationship redress are set out in clauses 5.31 to 5.42.

### **Protocols**

5.31. A protocol is a statement issued by a Minister of the Crown setting out how a particular government agency intends to —

5.31.1. exercise its functions, powers and duties in relation to specified matters within its control in the area of interest; and

5.31.2. consult and interact with Ngāti Tamaoho on a continuing basis and enable that group to have input into its decision-making processes.

5.32. The protocols offered to the governance entity will be, in substance, on the same terms as those in previous Treaty settlements. The deed of settlement and the settlement legislation will provide for the following Ministers to issue protocols to the governance entity. A protocol will provide for the Crown's interaction with the governance entity in relation to specified matters.

5.33. The following Ministers will issue protocols to the governance entity —

5.33.1. the Minister for Energy and Resources in respect of Crown minerals; and

5.33.2. the Minister for Arts, Culture and Heritage in respect of taonga tuturu.

### ***Relationship agreement with the Minister of Conservation***

5.34. The deed of settlement will provide for the contents of a relationship agreement between the Minister of Conservation and Ngāti Tamaoho, covering sites, species and other issues of interest within the Auckland and Waikato conservancies and consistent with the framework provided in the Tāmaki Collective Relationship Agreement. Schedule 3 identifies some of the matters that will be addressed in the relationship agreement.

### ***Relationship Agreement with the Ministry for the Environment***

5.35. The deed of settlement will provide for a relationship agreement with the Ministry for the Environment. The purpose of the relationship agreement is to establish a framework to enable the parties to maintain a positive and enduring working relationship, and will include provision for —

5.35.1. biennial meetings, on a regional basis where possible, between Ministry for the Environment officials and the governance entity;

5.35.2. opportunity for discussion on any legislative or policy developments of interest to Ngāti Tamaoho, including but not limited to reform of the Resource Management Act 1991, freshwater issues, climate change, and development of new resource management tools (in particular, national policy statements and national environmental standards);

5.35.3. sharing of local authority performance information within the area of interest on the implementation of Te Tiriti o Waitangi/the Treaty of Waitangi provisions in the Resource Management Act 1991; and

5.35.4. any other matter of mutual interest.

***Letter of Recognition from Ministry for Primary Industries with respect to fisheries***

5.36. The Crown offers to provide the governance entity with a letter from the Ministry for Primary Industries that recognises Ngāti Tamaoho as tangata whenua that —

5.36.1. are entitled to have input and participation in certain fisheries management processes that relate to fish stocks in the area of interest and that are subject to the Fisheries Act 1996; and

5.36.2. have a special relationship with all species of fish, aquatic life and seaweed within the area of interest and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed; and

5.36.3. how Ngāti Tamaoho can have input and participate in the development of the Ministry's national fisheries plans; and

5.36.4. how Ngāti Tamaoho can implement the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within the area of interest.

5.37. The mandated body and the Ministry will agree on the contents of the letter before the initialling of a deed of settlement.

5.38. The deed of settlement will include an explanation of how the Ministry for Primary Industries intends to deliver on its legislative obligations in relation to Ngāti Tamaoho.

***Letters of introduction to core-Crown organisations***

5.39. Following signing of this agreement in principle, the Crown will explore writing letters of introduction to the following core-Crown organisations as agreed between the mandated body and the Crown, to introduce Ngāti Tamaoho to the —

5.39.1. Department of Corrections;

5.39.2. Department of Internal Affairs (National Library and Archives functions)

5.39.3. Education Review Office;

- 5.39.4. Ministry of Business, Innovation and Employment;
- 5.39.5. Ministry of Culture and Heritage;
- 5.39.6. Ministry of Education;
- 5.39.7. Ministry of Health;
- 5.39.8. Ministry of Justice;
- 5.39.9. Ministry of Social Development;
- 5.39.10. Ministry of Women's Affairs;
- 5.39.11. New Zealand Police;
- 5.39.12. Statistics New Zealand; and
- 5.39.13. Te Puni Kōkiri (Ministry of Māori Development).

5.40. The purpose of the letters is to provide a platform for engagement between Ngāti Tamaoho and those agencies in the future. The text of the letters and list of departments and agencies will be agreed between the mandated body and the Crown. The letters will be issued as soon as practicable after the signing of this agreement in principle and before the deed of settlement is finalised.

***Letters of introduction to non-core Crown and non-Crown organisations***

- 5.41. Following signing of this agreement in principle, the Crown will explore writing letters of introduction to the following non-core Crown organisations and non-Crown organisations as agreed between the mandated body and the Crown, to introduce Ngāti Tamaoho —
- 5.41.1. Auckland Council encouraging it to engage with Ngāti Tamaoho in respect of matters within the area of interest;
  - 5.41.2. Fish and Game Council of New Zealand;
  - 5.41.3. Historic Places Trust, including with regard to the interests of Ngāti Tamaoho in the the following sites:
    - (a) Rangiriri Pa and Te Wheoro's Redoubt Historic Reserve; and
    - (b) Whangamarino Redoubt Historic Reserve and Te Teoteo Pa;
  - 5.41.4. New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa;
  - 5.41.5. New Zealand Transport Agency;
  - 5.41.6. Tertiary Education Commission;

5.41.7. Waikato Regional Council;

5.41.8. Waikato District Council;

5.41.9. Walking Access Commission with regard to the Mount William Walkway;

5.41.10. Watercare Services Limited; and

5.41.11. Museums which hold Ngāti Tamaoho taonga (to be identified before deed of settlement).

5.42. The purpose of the letters is to provide a platform for engagement between Ngāti Tamaoho and those organisations in the future. The text of the letters and list of organisations will be agreed between the mandated body and the Crown before the deed of settlement is finalised.

**Non-exclusive cultural redress**

5.43. Where cultural redress is non-exclusive, the Crown may do anything that is consistent with the cultural redress contemplated by this agreement in principle, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress. However prior to finalising such redress to another group the Crown will consult with Ngāti Tamaoho.

5.44. The Crown must not enter into another settlement with another iwi or hapū that provides for the same redress where that redress has been made available exclusively for Ngāti Tamaoho.

5.45. Clause 5.42 is not an acknowledgement by the Crown or Ngāti Tamaoho that any other iwi or group has interests in relation to land or an area to which any of the non-exclusive cultural redress relates.

## 6. FINANCIAL AND COMMERCIAL REDRESS

### Financial redress amount

- 6.1. Subject to clause 6.2, the deed of settlement is to provide that the Crown will pay the governance entity on the settlement date the financial redress amount of \$10.3 million.
- 6.2. The financial redress will be less any on-account payment and the total of the transfer values of any properties that the deed of settlement provides are commercial redress properties to be transferred to the governance entity on the settlement date.

### Commercial redress properties

- 6.3. Subject to Part 4 and the specific conditions noted below, the deed of settlement is to provide that the Crown must transfer to the governance entity on the settlement date those of the properties described in Table 6 as potential commercial redress properties that the parties agree are to be commercial redress properties, including those properties in the Office of Treaty Settlements landbank that the parties agree are to be commercial redress properties.

**Table 6: Potential commercial redress properties**

Agency	Property Name	Legal Description	Specific conditions
Ministry of Education	Up to three Auckland school sites (land only) of which only one site may be a secondary school	-	Geographically spread Sale and leaseback to Ministry of Education Separate valuations Explore deferred selection sale and leaseback for up to two years on a case by case basis
New Zealand Defence Force	Papakura housing (49 dwelling units)	Lots 1 & 2 DP 201101, Lot 2 DP 198558, SECT 1 SO 31679	Agreement between Ngāti Tamaoho and Ngāi Tai ki Tāmaki on the purchase process Straight sale (land and improvements) on the Ngāi Tai ki Tāmaki settlement date
Office of Treaty Settlements	Landbank properties within the area of interest	-	Explore deferred selection sale for up to two years on a case by case basis

- 6.4. If a commercial redress property to be transferred to the governance entity is a potential commercial redress property for sale and leaseback, the deed of settlement is to provide the property be leased back by the governance entity to the Crown, from the settlement date —
- 6.4.1. on the terms and conditions provided by a registrable ground lease for that property ownership of the improvements remaining unaffected by the purchase incorporated in the deed; and
- 6.4.2. at an initial annual rental based on an agreed rental percentage of the agreed transfer value, in accordance with the Crown leaseback (plus GST).
- 6.5. Sale and leaseback of Ministry of Education sites will be subject to standard Ministry of Education policies regarding sale and leasebacks and operational considerations, if relevant, and to the outcome of historical gifting checks. This includes that sale and leasebacks are for land only and are subject to an agreed registrable ground lease for the property with ownership of the improvements remaining unaffected by the transfer. Availability of sale and leaseback of Ministry of Education sites is subject to the transfer value (for commercial redress properties) and to the lease (for both commercial redress and deferred selection properties) being agreed one month prior to initialling of the deed of settlement. A leaseback property will cease to be a sale and leaseback property if before the settlement date (in respect of commercial redress properties) or before receipt of an election notice (in respect of deferred selection properties) the Ministry of Education notifies that the site has become surplus to its requirements.

#### **Deferred selection properties**

- 6.6. The deed of settlement is to provide the governance entity may, for up to two years after the settlement date, purchase at a transfer value (determined under a valuation process specified in the deed) any or all of the Ministry of Education or Office of Treaty Settlement properties described in Table 6 as potential deferred selection properties that the parties agree are to be deferred selection properties and not commercial redress properties.

## 7. INTEREST AND TAX

### Interest

7.1. The deed of settlement is to provide for the Crown to pay to the governance entity, on the settlement date, interest on the financial redress amount —

7.1.1. for the period —

(a) beginning on the date of this agreement in principle; and

(b) ending on the day before the settlement date; and

7.1.2. at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.

7.2. The interest is to be —

7.2.1. subject to any tax payable; and

7.2.2. payable after withholding any tax required by legislation to be withheld.

### Tax

7.3. Subject to the Minister of Finance's consent, the deed of settlement is to provide that the Crown must indemnify the governance entity for any GST or income tax payable in respect of the provision of Crown redress.

7.4. The governance entity agrees that neither it, nor any other person, will claim with respect to the provision of Crown redress —

7.4.1. an imputed credit for GST purposes; or

7.4.2. a deduction for income tax purposes.



## 8. NEXT STEPS

### Disclosure information

- 8.1. Subject to clause 8.2, the Crown will, as soon as reasonably practicable, prepare, and provide to the mandated body, disclosure information in relation to —
- 8.1.1. each cultural redress property in Table 1;
  - 8.1.2. each cultural redress property in Table 2 that the parties have agreed to be cultural redress properties; and
  - 8.1.3. each commercial redress property.
- 8.2. In preparing disclosure information, the Crown will consult the Auckland Council on the Crown-derived reserves it administers as described in Table 1 and the Waikato District Council on the Crown-derived reserves it administers as described in Table 2. The Crown does not warrant as to the accuracy or completeness of the disclosure information provided to the mandated body on those Crown-derived reserves.

### Resolution of outstanding matters

- 8.3. The parties will work together in good faith to agree, as soon as reasonably practicable, all matters necessary to complete the deed of settlement, including, but not limited to, agreeing on or determining, as the case may be —
- 8.3.1. the terms of —
    - (a) the historical account; and
    - (b) the Crown's acknowledgement and apology; and
  - 8.3.2. the cultural redress properties, the commercial redress properties and the deferred selection properties from the potential commercial properties; and
  - 8.3.3. the transfer values of the commercial redress properties; and
  - 8.3.4. the terms of a registrable ground lease for any leaseback property; and
  - 8.3.5. a relationship agreement with the Minister of Conservation, based on the Tāmaki Collective Relationship Agreement;
  - 8.3.6. the new and altered geographic names; and

8.3.7. the terms of the following (which will, where appropriate, be based on the terms provided in recent Treaty settlements);

- (a) the cultural redress; and
- (b) the transfer of the commercial redress properties; and
- (c) the right to purchase a deferred selection property, including the process for determining its transfer value; and
- (d) the tax indemnity; and

8.3.8. the following documents –

- (a) the Ngāti Tamaoho statements of association with, and the protection principles in relation to, each of the statutory areas in Part 5; and
- (b) the deeds of recognition;
- (c) the protocols and relationship agreements;
- (d) the Ministry for Primary Industries Letter of Recognition regarding fisheries;
- (e) the settlement legislation; and

8.3.9. the process and arrangements for the Crown to enter into negotiation with Ngāti Koheriki in tandem with Ngāti Tamaoho negotiations; and

8.3.10. all other necessary matters.

## 9. CONDITIONS

### **Entry into deed of settlement conditional**

9.1. The Crown's entry into a deed of settlement is subject to —

9.1.1. Cabinet agreeing to the settlement and the redress; and

9.1.2. the establishment by Ngāti Tamaoho of the approved governance entity.

### **Settlement conditional on settlement legislation**

9.2. The deed of settlement is to provide that the settlement is conditional on settlement legislation coming into force.

9.3. Some of the provisions of the deed of settlement may be binding from its signing.

## 10. GENERAL

### Nature of this agreement in principle

10.1. This agreement in principle —

10.1.1. is entered into without prejudice; and

10.1.2. may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal; and

10.1.3. is non-binding; and

10.1.4. does not create legal relations.

### Termination of this agreement in principle

10.2. The Crown or the mandated body, on behalf of Ngāti Tamaoho, may terminate this agreement in principle by notice to the other.

10.3. Before terminating this agreement in principle, the Crown or the mandated body, as the case may be, must give the other at least 20 business days' notice of an intention to terminate.

10.4. This agreement in principle remains without prejudice even if it is terminated.

### Definitions

10.5. In this agreement in principle —

10.5.1. the terms defined in schedule 1 have the meanings given to them by that schedule;

10.5.2. the terms indicated in bold in schedule 1 are intended to be defined terms; and

10.5.3. all parts of speech, and grammatical forms, of a defined term have a corresponding meaning.

### Interpretation

10.6. In this agreement in principle -

10.6.1. headings are not to affect its interpretation; and

10.6.2. the singular includes the plural and vice versa.

10.7. Provisions in —

10.7.1. the schedules to this agreement in principle are referred to as paragraphs; and

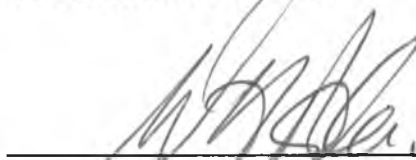
10.7.2. other parts of this agreement in principle are referred to as clauses.

**SIGNED** on 20 December 2012.

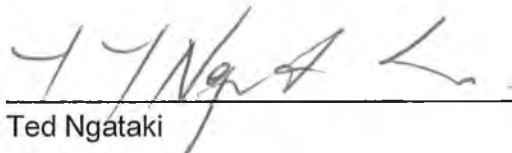
**SIGNED** for and on behalf of Ngāti Tamaoho  
by the Ngāti Tamaoho Trust



Dennis Raniera Kirkwood




Warahi (Wallace) Te Huinga Paki



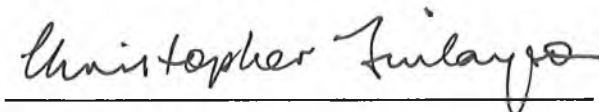
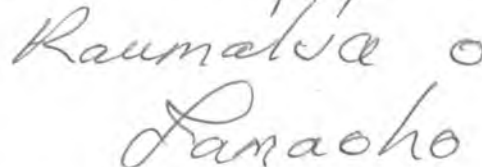
Ted Ngataki



Te Roto Jenkins



**SIGNED** for and on behalf of **THE CROWN** by –  
The Minister for Treaty of Waitangi Negotiations



Hon Christopher Finlayson

## SCHEDULE 1- DEFINITIONS

### Historical claims

1. The deed of settlement will provide that **historical claims** —
  - 1.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that the hapū, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that:
    - (a) is, or is founded on, a right arising -
      - (i) from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles; or
      - (ii) under legislation; or
      - (iii) at common law, including aboriginal title or customary law; or
      - (iv) from fiduciary duty; or
      - (v) otherwise; and
    - (b) arises from, or relates to, acts or omissions before 21 September 1992 -
      - (i) by, or on behalf of, the Crown; or
      - (ii) by or under legislation; and
  - 1.2 includes every claim to the Waitangi Tribunal to which clause 1.1 applies that relates exclusively to the settling group or a representative entity, including the following claim:
    - a) Wai 1126 — Ngāti Tamaoho Lands and Resources Claim;
  - 1.3 includes every other claim to the Waitangi Tribunal to which paragraph 1.1 applies, so far as it relates to the hapū or a representative entity, including the following claims:
    - a) Wai 1992 — Ngāti Mahanga, Ngāti Tamaoho and Ngāti Apakura (Tahapeehi) Lands Claim; and
    - b) Wai 2039 — Ngāti Amaru and Ngāti Pou Lands Claim;

- 1.4 does not include a claim that a member of Ngāti Tamaoho, or a whanau, hapū, or group referred to in paragraphs 3.2 and 3.3, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in paragraph 3.1.
- 2 The deed of settlement will, to avoid doubt, provide paragraph 1.1 is not limited by paragraphs 1.2.

**Ngāti Tamaoho**

3. The deed of settlement will provide that Ngāti Tamaoho means —
- 3.1 the collective group composed of individuals who descend from a Ngāti Tamaoho ancestor; and
- 3.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 3.1; and
- 3.3 every individual referred to in clause 3.1.
4. The deed of settlement will provide, for the purposes of paragraph 3 —
- 4.1 a person is **descended** from another person if the first person is descended from the other by —
- (a) birth;
  - (b) legal adoption; or
  - (c) Māori customary adoption in accordance with the Ngāti Tamaoho tikanga; and
- 4.2 **Ngāti Tamaoho ancestor** means an individual who:
- (a) exercised customary rights by virtue of being descended from Tamaoho and;
  - (b) exercised the customary rights in 4.2(a) predominantly in relation to the Area of Interest after 6 February 1840.
- 4.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including —
- (a) rights to occupy land; and
  - (b) rights in relation to the use of land or other natural or physical resources.
- 4.4 **area of interest** means the area identified as the Ngāti Tamaoho area of interest in Attachment 1.

**Other definitions**

5. In this agreement in principle —

**business day** means a day that is not —

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour day; or
- (c) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (d) a day that is observed as the anniversary of the province of —
  - (i) Wellington; or
  - (ii) Auckland; and

**coastal marine area** has the meaning given to it in section 2 of the Resource Management Act 1991; and

**commercial redress property** means each property described as a potential commercial redress property in part 6; and

**Crown** has the meaning given to it by section 2(1) of the Public Finance Act 1989; and

**Crown leaseback** in relation to a leaseback commercial redress property, means the lease to be entered into by the governance entity and the Crown; and

**Crown redress** -

- (a) means redress —
  - (i) provided by the Crown to the governance entity; or
  - (ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes any right of the governance entity under the settlement documentation to acquire a deferred selection property; but
- (c) does not include —
  - (i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property; or



- (ii) a deferred selection property; and

**cultural redress** means the redress to be provided under the settlement documentation referred to in part 5; and

**cultural redress property** means each property described as a potential cultural redress property in part 5; and

**deed of settlement** means the deed of settlement to be entered into following this agreement in principle; and

**deferred selection property** means each property described as a deferred selection property in the deed of settlement; and

**disclosure information** means —

(a) in relation to a redress property, the information provided by the Crown to the mandated body under clause 8.1; and

(b) in relation to a purchased deferred selection property, the disclosure information about the property the deed of settlement requires to be provided by the Crown to the governance entity; and

**encumbrance**, in relation to a property, means a lease, tenancy, licence, easement, covenant, or other right or obligation affecting that property; and

**financial and commercial redress** means the redress to be provided under the settlement documentation referred to in part 6; and

**financial redress amount** means the amount referred to as the financial redress amount in clause 6.1; and

**Historic Places Trust** means the New Zealand Historic Places Trust (Pouhere Taonga) which continues under section 38(1) of the Historic Places Act 1993; and

**leaseback commercial redress property** means a potential commercial redress property that Table 6 identifies as a leaseback property; and

**leaseback deferred selection property** means a potential deferred purchase property that Table 6 identifies as a leaseback property; and

**leaseback property** means each leaseback commercial redress property and each deferred selection property which is subject to a leaseback to the Crown; and

**Mandated body** means the Ngāti Tamaoho Trust being the entity the Crown has recognised that holds the mandate to represent Ngāti Tamaoho in negotiations to settle the historical claims as set out in Terms of Negotiation between the mandated body and the Crown signed on 1 October 2010; and

**party** means Ngāti Tamaoho and the Crown; and

**potential commercial redress property** means each property described as a potential commercial redress property in Table 6; and

**potential cultural redress property** means each property described as a potential cultural redress property in Table 1; and

**potential deferred selection property** means a property referred to in Table 6; and

**protocol** means a protocol referred to in clause 5.27; and

**purchased deferred selection property** means each deferred selection property in relation to which the governance entity and the Crown are to be treated under the deed of settlement as having entered into an agreement for its sale and purchase; and

**redress** means the following to be provided under the settlement documentation —

- (a) the Crown's acknowledgment and apology referred to in clause 3.1;
- (b) the cultural redress;
- (c) the financial and commercial redress; and

**redress property** means —

- (a) each cultural redress property; and
- (b) each commercial redress property; and

**representative entity** means a person or persons acting for or on behalf of Ngāti Tamaoho; and

**resumptive memorial** means a memorial entered on a certificate of title or computer register under any of the following sections:

- (a) 27A of the State-Owned Enterprises Act 1986;
- (b) 211 of the Education Act 1989;
- (c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

**settlement** means the settlement of the historical claims under the settlement documentation; and

**settlement date** means the date that is 20 business days after the date on which the settlement legislation comes into force; and

**settlement document** means a document to be entered into by the Crown to give effect to the deed of settlement; and

**settlement documentation** means the deed of settlement and the settlement legislation; and

**settlement legislation** means the legislation giving effect to the deed of settlement; and

**statement of association** means each statement of association referred to in clause 5.10.1; and

**statutory acknowledgement** means each acknowledgement to be made by the Crown in the settlement legislation referred to in clause 5.10 on the terms to be provided by the settlement legislation; and

**tax indemnity** means the indemnity to be provided in the deed of settlement under clauses 7.3 and 7.4; and

**Te Tiriti o Waitangi/the Treaty of Waitangi** means the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975.

## SCHEDULE 2 - SETTLEMENT TERMS

### Rights unaffected

- 1.1 The deed of settlement is to provide that, except as provided in the settlement documentation, the rights and obligations of the parties will remain unaffected.

### Acknowledgments

- 1.3 Each party to the deed of settlement is to acknowledge in the deed of settlement that-
- 1.3.1 the other parties have acted honourably and reasonably in relation to the settlement; but
  - 1.3.2 it is not possible to compensate Ngāti Tamaoho fully for all the loss and prejudice suffered; and
  - 1.3.3 Ngāti Tamaoho intends their foregoing of full compensation to contribute to New Zealand's development; and
  - 1.3.4 the settlement is intended to enhance the ongoing relationship between Ngāti Tamaoho and the Crown (in terms of Te Tiriti o Waitangi/the Treaty of Waitangi, its principles, and otherwise).
- 1.4 Ngāti Tamaoho is to acknowledge in the deed of settlement that —
- 1.4.1 taking all matters into consideration in paragraph 1.3, the settlement is fair in the circumstances; and
  - 1.4.2 the redress —
    - (a) is intended to benefit Ngāti Tamaoho collectively; but
    - (b) may benefit particular members, or particular groups of members, of Ngāti Tamaoho if the governance entity so determines in accordance with the governance entity's procedures.

### Implementation

- 1.5 The deed of settlement is to provide the settlement legislation will, on terms agreed by the parties (based on the terms in recent settlement legislation) —
- 1.5.1 settle the historical claims; and

- 1.5.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
  - 1.5.3 require any resumptive memorials to be removed from the certificates of title to, or the computer registers for, the settlement properties; and
  - 1.5.4 provide that the rule against perpetuities and the Perpetuities Act 1964 does not apply to any settlement document; and
  - 1.5.5 require the Secretary for Justice to make copies of the deed of settlement publicly available.
- 1.6 The deed of settlement is to provide that —
- 1.6.1 the governance entity must use its best endeavours to ensure every historical claim is discontinued by the settlement date or as soon as practicable afterwards; and
  - 1.6.2 the Crown may, after the settlement date advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement; and
  - 1.6.3 the Crown may cease any land bank arrangement in relation to Ngāti Tamaoho, the governance entity, or any representative entity, except to the extent necessary to comply with its obligations under the deed of settlement.

### SCHEDULE 3 – CONSERVATION RELATIONSHIP AGREEMENT

This schedule sets out some of the key matters that will be addressed in the Ngāti Tamaoho relationship agreement with the Minister of Conservation.

The Tāmaki Collective Relationship Agreement provides commitments with respect to the following matters, for which Ngāti Tamaoho will identify the places and resources of particular significance to them:

- seeking opportunities to add value in the management of habitats, species and sites of interest to Ngāti Tamaoho, including but not limited to potential projects to be led by Ngāti Tamaoho associated with land administered by the Department of Conservation at Whatapaka Creek, Drury Creek and Meola Reef Quarry Local Purpose Reserve;
- seeking opportunities for sharing information, cultural and other understandings including Ngāti Tamaoho tikanga;
- seeking opportunities for Ngāti Tamaoho to contribute to statutory documents prepared by the department; and
- seeking opportunities for collaboration on resource management matters.

In addition the relationship agreement will:

- acknowledge that Ngāti Tamaoho is an ancient iwi/hapū of Tāmaki Makaurau, and that the Department of Conservation manages lands to which it has ancestral connections;
- apply to the entire area of interest including areas such as Muriwai, Port Waikato, Rangiriri, Ratoroa, Miranda and Tiritiri Matangi; and
- identify liaison persons within both Conservancies with respect to the agreement.

# ATTACHMENT: NGĀTI TAMAHOHO AREA OF INTEREST

